

U.S. GOVERNMENT PRINTING OFFICE
Seattle, Washington

GENERAL TERMS, CONDITIONS, AND SPECIFICATIONS

For the Procurement of

Compact Disc – CD ROM Copying

as requisitioned from the U.S. Government Printing Office (GPO) by

US Environmental Protection Agency
Seattle, WA

Single Award

The term of this contract is for the period

beginning October 1, 2000 and ending September 30, 2001

THIS IS A NEW OFFERING

BID OPENING: Bids will be publicly open at 2:00 P.M., prevailing Seattle, WA, time on September 12, 2000.

CONTRACT TERM: The term of this contract is for one year (the base year), and four option years. Attention is directed to the clauses: "Economic Price Adjustment," and "Option to Extend the Contract Term."

For information of a technical nature call Ken Foster; exten. 17; other questions should be directed to the contract administrator, Sandy Sheridan Phone: (206) 764-3726, exten. 12 (no collect calls).

SECTION 1.- GENERAL TERMS AND CONDITIONS

GPO CONTRACT TERMS: Any contract which results from this Invitation for Bid will be subject to the applicable provisions, clauses and supplemental specifications of GPO Contract Terms (GPO Pub. 310.2, effective December 1, 1987 (Rev. 9-88)), and GPO Contract Terms, Quality Assurance Through Attributes Program (GPO Pub. 310.1, effective May 1979 (revised December 1992)).

SUBCONTRACTING: The predominant production function is CD-ROM replication.

QUALITY ASSURANCE LEVELS AND STANDARDS: The following levels and standards shall apply to these specifications:

Product Quality Levels:

- (a) Printing (page related) Attributes -- Level III.
- (b) Finishing (item related) Attributes -- Level III.

Inspection Levels (from MIL-STD-I05):

- (a) Non-destructive Tests - General Inspection Level I.
- (b) Destructive Tests - Special Inspection Level S-2.

Specified Standards: The specified standards for the attributes requiring them shall be:

<u>Attribute</u>	<u>Specified Standard</u>
P-7. Type Quality and Uniformity	Camera Copy.

OPTION EXTENSION OF CONTRACT TERM: The Government may extend the term of this contract by written notice to the contractor no later than 60 days before the contract expires. If the Government exercises this option, the extended contract will include all provision herein. The total duration of this contract, including the exercise of any options will not exceed three years.

Notwithstanding the above paragraph, at the request of the Government, the term of any contract resulting from this solicitation may be further extended for such period of time as may be mutually agreeable to the GPO and the contractor.

ECONOMIC PRICE ADJUSTMENT: The prices set forth in this contract shall be adjusted in accordance with the provisions of this clause, provided that, in no event will prices be revised to exceed the maximum permissible under any law existing as of the date of the contract or as may be hereafter promulgated.

Price adjustment period: For the purpose of this clause, the program years shall comply with the Contract Term clause. There shall be no price adjustment for orders placed during the first program year of this contract.

Price adjustment: The prices shall be adjusted on the basis of the "Consumer Price Index For All Urban Consumers - Commodities Less Food, Seasonally Adjusted," published monthly in the CPI Detailed Report by the Department of Labor, Bureau of Labor Statistics, in the following manner:

- (1) The contract price of orders placed during the adjusted period (excluding reimbursable postage or transportation costs) shall be adjusted by the percentage increase or decrease in the average, seasonally adjusted Consumer Price Index For All Urban Consumers - Commodities Less Food (seasonally adjusted) as follows: An index shall be calculated by averaging the 12 seasonally adjusted months ending 3 months prior to the expiration of the first period of the contract. This average is then compared with the average index for the 12-month period ending 3 months prior to the beginning of the contract, called the base index. The percentage increase or decrease by comparing these two indexes shall be applied to the contractor's invoices for orders placed during the price adjustment period.
- (2) **The Government will notify the contractor in writing of the percentage increase or decrease to be applied to any invoices to be submitted for orders subject to price adjustment in accordance with this clause.** Such percentage will be determined from the published index as set forth above. The contractor shall apply the percentage increase or decrease against the total price of the invoice less reimbursable postage or transportation costs. Any applicable discounts will be calculated on the basis of the invoice price as adjusted.

RECOVERED MATERIALS PROGRAM: The Government Printing Office is promoting the use of recovered materials in its contracts to the maximum extent practicable, provided all specification requirements are met. Offerors are encouraged to supply paper and paper products that contain recovered materials even in the absence of a specific solicitation provision or contract clause requiring such materials.

Recovered materials shall mean "recovered fiber" or "postconsumer recovered fiber" as defined in "Government Paper Specification Standards No. 11", published by the Joint Committee on Printing. However, when used in conjunction with the cotton/linen content of paper, "recovered fiber" means a postconsumer fiber and "recovered material" means a preconsumer fiber.

By submission of a bid or offer, or by substantial performance on a small purchase, the offeror certifies that the paper to be supplied contains at least the minimum percentage of recovered materials in the paper products as specified. This certification concerns a matter within the jurisdiction of an agency of the United States, and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001. The Government reserves the right to require proof of such certification prior to first delivery and thereafter as may be otherwise provided for under the provisions of the contract.

When the use of recovered materials is specified, the contractor shall maintain manufacturer/mill accounting and record summaries on the fiber weight content used as feed stock, for the purposes of Government audit, that will verify (a) the contractor's certification of the minimum percentage of recovered materials used in the performance of the contract, (b) that the paper and paper products are in compliance with the specification requirements, and (c) the paper is manufactured in accordance with the Environmental Protection Agency (EPA) Paper Products Recovered Materials Advisory Notice (61 FR 26985, May 29, 1996) whether the products are manufactured by the contractor or another paper mill. The contractor, if not the manufacturer, shall obtain this information from the paper manufacturer. The contractor shall maintain, and make available to the Government, these documents for one year after the expiration of the contract. Nothing in this clause shall excuse the contractor from furnishing the specified paper.

The contractor warrants that the paper prices set forth in this contract do not include any allowance for any contingency to cover anticipated increased costs of paper to the extent such increases are covered by this price adjustment clause.

ORDERING: Items to be furnished under the contract shall be ordered by the issuance of print orders by the various Government Departments and Agencies. Orders may be issued under the contract from October 1, 2000 through September 30, 2001. All print orders issued hereunder are subject to the terms and conditions of the contract. The contract shall control in the event of conflict with any print order. When mailed, a print order shall be "issued" for purposes of the contract at the time the Government deposits the order in the mail.

Price adjustment: The prices shall be adjusted on the basis of the "Consumer Price Index For All Urban Consumers - Commodities Less Food", published monthly in the CPI Detailed Report by the U.S. Department of Labor, Bureau of Labor Statistics, in the following manner:

- (1) The contract price of orders placed during the adjusted period (excluding reimbursable postage or transportation costs) shall be adjusted by the percentage increase or decrease in the average, seasonally adjusted Consumer Price Index - All Urban Consumers, for Commodities less Food (seasonally adjusted) as follows: An index shall be calculated by averaging the 12 seasonally adjusted months ending three months prior to the expiration of the first period of the contract. This average is then compared with the average index for the 12-month period ending 3 months prior to the beginning of the contract, called the base index. The percentage increase or decrease by comparing these two indexes shall be applied to the contractor's invoices for orders placed during the price adjustment period.
- (2) The Government will notify the contractor in writing of the percentage increase or decrease to be applied to any invoices to be submitted for orders subject to price adjustment in accordance with this clause. Such percentage will be determined from the published index as set forth above. The contractor shall apply the percentage increase or decrease against the total price of the invoice less reimbursable postage or transportation costs. Any applicable discounts will be calculated on the basis of the invoice price as adjusted.

LIMITATION OF PERFORMANCE AND CONTRACTOR OBLIGATIONS: Funds are available for performance of this contract for the first program period only. The amount of funds available at award is not considered sufficient for the performance required for any program period other than the first program period. When additional funds are available for the full requirements of the next succeeding program period, the Contracting Officer shall, not later than the date specified in the "Options" clause (unless a later date is agreed to), so notify the contractor in writing.

The Government's obligation to the contractor, as specified and limited under this contract, extends only to work under program period requirements for which funds have been made available and as obligated by each print order.

The contractor is not obligated to incur costs for the performance required for any program period after the first unless written notification is received from the Contracting Officer of an increase in availability of funds. If so notified, the contractor's obligation shall increase only to the extent contract performance is required for the additional program period for which funds have been made available.

If this contract is terminated under the "Termination for the Convenience of the Government" clause "total contract price" in that clause means the amount available for performance of this contract, as provided for in this clause. The term "work in process" in that clause means the work under program period requirements for which funds have been made available. If the contract is terminated for default, the Government's rights under this contract shall apply to the entire multiperiod requirements.

PREAWARD SURVEY: In order to determine the responsibility of the prime contractor or any subcontractor, the Government reserves the right to conduct a preaward survey or to require other evidence of technical, production, managerial, financial, and similar abilities to perform, prior to the award of a contract.

ASSIGNMENT OF JACKETS, PURCHASE AND PRINT ORDERS: A GPO jacket number will be assigned and a purchase order issued to the contractor to cover work performed. The purchase order will be supplemented by an individual "Print Order" for each job placed with the contractor. The print order, when issued, will indicate the quantity to be produced and any other information pertinent to the particular order.

REQUIREMENTS: This is a requirements contract for the items and for the period specified herein. Shipment/delivery of items or performance of work shall be made only as authorized by orders issued in accordance with the clause entitled "Ordering". The quantities of items specified herein are estimates only, and are not purchased hereby. Except as may be otherwise provided in this contract, if the Government's requirements for the items set forth herein do not result in orders in the amounts or quantities described as "estimated", it shall not constitute the basis for an equitable price adjustment under this contract.

Except as otherwise provided in this contract, the Government shall order from the contractor all the items set forth which are required to be purchased by the Government activity identified on page 1.

The Government shall not be required to purchase from the contractor, requirements in excess of the limit on total orders under this contract, if any.

Orders issued during the effective period of this contract and not completed within that time shall be completed by the contractor within the time specified in the order, and the rights and obligations of the contractor and the Government respecting those orders shall be governed by the terms of this contract to the same extent as if completed during the effective period of this contract.

If shipment/delivery of any quantity of an item covered by the contract is required by reason of urgency prior to the earliest date that shipment/ delivery may be specified under this contract, and if the contractor will not accept an order providing for the accelerated shipment/delivery, the Government may procure this requirement from another source.

The Government may issue orders which provide for shipment/delivery to or performance at multiple destinations.

Subject to any limitations elsewhere in this contract, the contractor shall furnish to the Government all items set forth herein which are called for by print orders issued in accordance with the "Ordering" clause of this contract.

FACSIMILE BIDS: The solicitation provision in GPO Contract Terms (Pub. 310.2) permitting facsimile bids means a bid that has been transmitted to and has been received by a commercial enterprise via facsimile and subsequently delivered to the Government. **Facsimile bids transmitted to GPO offices will not be considered.**

SECTION 2.-SPECIFICATIONS

SCOPE: These specifications cover the production of compact disk; read only memory requiring replication, printing the informational card, screen process printing the CD disk, packing and distribution.

TITLE: Compact Disc – CD ROM Copying

FREQUENCY OF ORDERS: Approximately 10 orders per year.

An order will consist of CD-ROM replication, each disk will be inserted into a suitable clear plastic single-CD jewel case with an informational card.

QUANTITY: The average number on each order will be 100 disks. Some orders may have up to 3 items per order, with a quantity of 100 disks per item.

TRIM SIZE: Compact disk – 4.72" in diameter.
Informational card: 9-1/2 x 4-11/16".

GOVERNMENT TO FURNISH:

One to three CD-R disk; pre-mastered. Line camera copy for the insert card.

Print Order with distribution list.

One reproduction proof (image size 7-7/8 x 6-1/8") for shipping container labels.

Identification markings such as register marks, ring folios, rubber stamped jacket numbers, commercial identification marks of any kind, etc., except form number and revision date, carried on copy or film, must not print on finished product.

WARNING: All electronic media provided by the Government, or and duplicates made by the contractor or his representatives, must be kept accountable and under reasonable security to prevent their unauthorized release. Disks are not to be duplicated in whole or part for any other purpose than to create material to be used in the performance of this contract. All duplicate media shall be degaussed or securely overwritten and any printouts and nonerasable media shall be destroyed by the contractor.

CONTRACTOR TO FURNISH:

All materials and operations, other than those listed under "Government to furnish," necessary to produce the products in accordance with these specifications.

DISK MANUFACTURING: CD-ROM Disks produced under this contract shall be in conformance with ISO 10149 CD-ROM Standards. Disk are 120mm (4.72") in diameter, single sided with a highly reflective metal layer sealed with a protective lacquer.

METALIZING: The reflective layer shall be completely sealed with lacquer on both the inner and outer edges of the disk.

PRINTING: Compact disk will print consisting of black type and line, face only. The informational card will print consisting of black type and line, one side only.

PROOF: None required.

FILMS: Contractor will make all films required.

STOCK/PAPER: The specifications of all paper furnished must be in accordance with those listed herein or listed for the corresponding JCP Code numbers in the "Government Paper Specification Standards No. 11" dated July 1999.

The informational card:

White Litho Coated Cover, basis size 20 x 26", 80 lbs. per 500 sheets, equal to JCP Code L10.

INK: Black.

MARGINS: Adequate gripper

BINDING: The informational card will be scored and folded with one half fold to 4-3/4 x 4 11/16" with the title out.

PACKING: Suitable.

Shipping containers shall not exceed 45 pounds when fully packed.

LABELING AND MARKING: Reproduce shipping container label from furnished repro, fill in appropriate blanks and attach to shipping containers.

DISTRIBUTION: Ship f.o.b. Destination to one of three locations, see below:

EPA
6th Avenue
Seattle, WA 98101

URSG
4th Avenue
Seattle, WA 981201

CH2M Hill
108th Avenue
Bellevue, WA 98009

And other destinations in the Puget Sound area.

Delivery location will be indicated on the print order.

SCHEDULE: Adherence to this schedule must be maintained. Contractor must not start production of any job prior to receipt of the individual print order; GPO Form 2511.

No definite schedule for pick-up of material can be predetermined.

Delivery must be made within 5 workdays after the availability of print order and furnished material.

All expenses incidental to picking up and returning materials, proofs and furnishing sample copies must be borne by the contractor.

Government furnished material will be picked up at one of the three delivery location stated above.

Unscheduled material such as shipping documents, receipts or instructions, delivery lists, labels, etc., will be furnished with each order or shortly thereafter. In the event such information is not received in due time, the contractor will not be relieved of any responsibility in meeting the shipping schedule because of failure to request such information.

SECTION 3.- DETERMINATION OF AWARD

The Government will determine the lowest bid by applying the prices offered in the "Schedule of Prices" to the following units of production which are the estimated requirements to produce 12 months' work under this contract. These units do not constitute, nor are they to be construed as, a guarantee of the volume of work which may be ordered during the term of this contract.

The following item designations correspond to those listed in the "Schedule of Prices".

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SECTION 4.- SCHEDULE OF PRICES

Bids offered are f.o.b. destination.

Prices must include the cost of all required materials and operations for each item listed in accordance with these specifications.

Bidder must make an entry in each of the spaces provided, in the category or categories for which bids are submitted. Bids submitted with any obliteration, revision, or alteration of the order and manner of submitting bids, may be declared nonresponsive.

An entry of NC (No Charge) shall be entered if bidder intends to furnish individual items at no charge to the Government.

An entry of NB (No Bid) must be entered if bidder does not intend to furnish certain items.

Bids submitted with blank spaces for the individual items will be considered as an entry of NB for that particular item.

All vouchers submitted to the GPO shall be based on the most economical method of production.

Fractional parts will be prorated at the per each item rate.

I. CD-ROM PRODUCTION: Prices offered shall be all inclusive for the replications, film, printing, insert card, inserting in the jewel case and distribution in accordance with the specifications.

a) Replication of CD(s), printing, insert card
and jewel case, per each CD. \$_____

BIDDER'S NAME AND SIGNATURE: Fill out and return all pages in "Section 4.- Schedule of Prices", initial or sign each in the space provided, and submit with GPO Form 910, "Bid". Only the original is required. Do not enter bid prices on GPO Form 910. NOTE: The schedule of prices will prevail in instances where prices are inadvertently entered on GPO Form 910.

Bidder_____

(City - State)

By_____
(Signature and title of person authorized to sign this bid)

(Person to be contacted)

(Telephone Number)